

# **Dinarak**

## **Terms and Conditions**



**Please read these Terms and Conditions carefully before using the Dinarak E-Wallet.**

These Terms and Conditions constitute a legally binding agreement between you and the Integrated Mobile Payment Services Company ("Dinarak", "We", "Us", "Our", or the "Company"). By using any of Dinarak's services, creating an account or E-Wallet, or accessing our application or website, you acknowledge and agree to be bound by these Terms and Conditions. If you do not agree to them, you may not access or use the services provided.

**Who We Are.** The Integrated Mobile Payment Services Company, a company duly licensed and regulated by the Central Bank of Jordan.

**Amendments to These Terms.** The Company may amend these Terms and Conditions from time to time in accordance with Applicable Law. The version published on the application or the website at the time of use shall apply. Where required by law, users shall be notified of any material amendments through appropriate communication channels prior to their effective date. Continued use of the services after the effective date of such amendments shall constitute acceptance of the amended Terms and Conditions.

**Changes to the Application or Website.** The Company may modify the application or the website, including their content or functionalities (including the addition, modification, or removal of features), at any time for the purposes of performance enhancement, security improvement, or compliance with Applicable Law. Where required by law, the Company shall provide users with prior notice of such changes.

**Suspension or Discontinuation of the Application or Website.** The Company does not warrant that the application or website, or any of their content, will be available at all times or without interruption. For commercial, operational, security, or regulatory reasons, the Company may suspend, withdraw, or restrict access to the application or website, in whole or in part. Where reasonably practicable, the Company shall provide prior and reasonable notice before taking such action. To the extent permitted by Applicable Law, the Company shall not be liable for any indirect or consequential losses arising from such suspension or discontinuation.

**Release of Liability.** To the extent permitted by Applicable Law, the Customer agrees to release the Company, its affiliates, directors, officers, employees, and agents from any liability for losses, costs, or expenses, including reasonable attorneys' fees, arising out of or in connection with any third-party claims relating to:

- (1) the Customer's content or data;
- (2) the Customer's use of the application, website, or services in breach of these Terms and Conditions or Applicable Law; or
- (3) any bad faith or fraudulent conduct on the part of the Customer.

## **Definitions**

**Company:** The Integrated Mobile Payment Services Company, established in accordance with the laws of the Hashemite Kingdom of Jordan and registered as a private shareholding company under registration number (1121), and referred to in these Terms and Conditions as the "Company" and/or the "Service Provider" and/or "Dinarak".

**Bank:** The Central Bank of Jordan.

**Instant Payment and Transfer System (CliQ):** A system operated by the Jordan Payments and Clearing Company and supervised by the Central Bank of Jordan, in which banks, companies, and customers are registered for the purpose of executing financial transactions and recording all transactions carried out through the system.

**Service:** The mobile payment service provided through direct integration with the Instant Payment and Transfer System (CliQ), or any mobile payment service provided directly by the Integrated Mobile Payment Services Company.

**Customer:** A natural person who opens an electronic wallet in their own name, accepts these Terms and Conditions, and is registered in the Instant Payment and Transfer System (CliQ) through the Company for the purpose of using the mobile payment service.

**Agreement:** These Terms and Conditions and any other documents issued by the Company governing the contractual relationship between the Company and the Customer in relation to the opening of the electronic wallet and the use of the Service.

**Electronic Wallet (E-Wallet):** An electronic stored-value payment account issued by the Company to the Customer and recorded in the Company's systems, which holds electronic money and enables the Customer to execute permitted payment transactions via mobile phone, including person-to-person transfers, bill payments, and merchant payments, in accordance with Applicable Law. The electronic wallet does not constitute a bank deposit, does not accrue interest, and is subject to applicable limits, fees, and regulatory requirements relating to customer identification and anti-money laundering and counter-terrorism financing. For the purposes of these Terms and any related documents issued by the Company, the terms "Electronic Wallet" and "E-Wallet" have the same meaning and may be used interchangeably.

**Electronic Money:** Monetary value stored electronically or magnetically or by any other means, issued against the receipt of funds of the same currency and equal value, and transferable between parties using electronic means.

**Electronic Records:** Any record, contract, or data message that is created, sent, received, or stored by electronic means.

**Personal Data:** Any information relating to an identified or identifiable natural person.

**Processing:** Any operation performed on Personal Data, whether or not by automated means, including collection, use, storage, disclosure, transfer, or deletion.

**Applicable Law:** All laws, regulations, instructions, and binding directives applicable to the Company, including those issued by the Central Bank of Jordan.

**Competent Authority:** The Central Bank of Jordan and any regulatory authority, governmental body, or court having legal jurisdiction.

**Data Protection Officer:** The person appointed by the Company to oversee and supervise matters relating to data protection.

### **Terms and Conditions**

1. The Customer represents and warrants that all data, information, and documents provided by the Customer are true, accurate, and authentic, and assumes full responsibility for their content, legality, and any consequences or obligations arising therefrom.
2. The Customer represents that they are at least eighteen (18) years of age and possess full legal capacity to enter into and perform this Agreement. If the Customer does not have full legal capacity, the consent of the duly authorized guardian or legal representative must be obtained. The Company may suspend or terminate the service if this representation proves to be inaccurate.
3. The Customer acknowledges that they are the legal owner and beneficial owner of the Electronic Money held in the Electronic Wallet, under penalty of legal liability.
4. The Customer authorizes the Company to submit the Customer's data to the Instant Payment and Transfer System (CliQ) for the purpose of registration. The Company shall notify the Customer of the outcome of the registration process.
5. For the purpose of activating the service, the Company may send a one-time password (OTP) and issue or enable the creation of a username and personal identification number (PIN). The Customer shall maintain the confidentiality of the OTP, username, and PIN and shall bear full responsibility for any use effected through the Customer's credentials, devices, or Electronic Wallet, except where Applicable Law provides otherwise.
6. Use of valid access credentials, including the username and password or OTP, shall constitute authorization and an electronic signature by the Customer in respect of the relevant transaction or requested service. The Company shall send transaction notifications to the mobile number registered in the Customer's name via SMS and/or through other registered communication channels, where available.
7. The Customer must notify the Company of any unauthorized or incorrect transaction within seven (7) days from the date of execution of the transaction, unless Applicable Law provides for a different period. Upon expiry of this period, the transaction shall be deemed final and no objection shall be accepted, except where required by Applicable Law.
8. Where the Customer provides personal data relating to another person, such as a beneficiary, representative, agent, commercial entity, payer, or recipient, the Customer represents, to the best of their knowledge and within reasonable limits, that they have the necessary authority or required consents to provide such information. The Customer shall, where reasonably practicable, inform such person that the Company may process their personal data in accordance with Applicable Law and the Company's Privacy Policy.
9. The Customer acknowledges that they have reviewed and fully understood the operation of the Services provided, as well as any related instructions or guidance published and made available to them.
10. The Customer shall use the Services solely for lawful and personal purposes and in accordance with these Terms and Conditions and Applicable Law.
11. The Customer is strictly prohibited from using the Application, the website, the Services, the Electronic Wallet, or any of the Company's channels, systems, or platforms for any unlawful purpose or in any manner that violates Applicable Law or the instructions, regulations, or directives issued by the Central Bank of Jordan. Such prohibited use includes, without limitation, any of the following:
  - a) conducting or facilitating gambling, fraudulent transactions, money laundering, terrorist financing, or any activities prohibited under applicable sanctions regimes;
  - b) any use that contravenes applicable laws, regulations, or binding instructions, or that infringes upon the intellectual property rights, privacy rights, or any other legal rights of third parties;

- c) providing false, inaccurate, misleading, or fabricated data or documents, or using identities, capacities, authorities, or representations that the Customer does not lawfully possess or that are not supported by valid authorization;
  - d) collecting, tracking, processing, or using personal data of others in an unlawful manner, or transmitting unsolicited communications, phishing attempts, electronic fraud schemes, or any similar unauthorized communications;
  - e) uploading, inserting, transmitting, or disseminating malicious software, codes, or files, or using automated tools, scripts, or technical means to access, extract, monitor, interfere with, disrupt, manipulate, or circumvent the Company's Services, systems, security measures, or transaction monitoring controls, or attempting any unauthorized access to accounts, systems, or data;
  - f) using the Electronic Wallet for the purpose of dealing in, trading, exchanging, or transacting in virtual currencies, crypto assets, or any financial products or instruments that are prohibited under Applicable Law or the instructions of the competent authority from being offered or processed through mobile payment Services; and
  - g) any other use that the Company, based on its reasonable assessment and in accordance with Applicable Law, determines constitutes misuse of the Services or exposes the Company, the Customer, or any third party to legal, regulatory, security, financial, or reputational risks.
12. The Customer agrees that the Company's Electronic Records, whether stored in or extracted from its systems, shall be deemed authenticated, reliable, and duly maintained, and shall constitute the official and authoritative record of all transactions and balances. In the event of any discrepancy or dispute, the Company's Electronic Records shall prevail and serve as the primary reference, unless the Customer proves the existence of an error in accordance with Applicable Law.
13. The Company may suspend or block transactions and/or freeze or close the Electronic Wallet if it has reasonable grounds to suspect a breach of this clause or any Applicable Law, including instructions relating to anti-money laundering and counter-terrorism financing, as well as restrictions imposed under applicable sanctions regimes.
14. The Customer acknowledges that use of the Services is subject to all laws, regulations, and instructions issued by the Central Bank of Jordan, as well as any other legislation in force within the Hashemite Kingdom of Jordan.
15. The Services may be subject to certain limits relating to daily or monthly transaction amounts or account balances. The Company reserves the right to determine and amend such limits from time to time for risk management purposes and to ensure compliance with Applicable Law.
16. The Company may delay, reverse, or place a hold on funds and/or request additional information where it reasonably determines that any transaction is unusual, unauthorized, involves fraud, or breaches anti-money laundering and counter-terrorism financing requirements, sanctions obligations, or any other legal or regulatory obligations.
17. Where permitted by Applicable Law, the Company shall notify the Customer of any delay, hold, or reversal of funds and provide the reasons therefore. The Company may also require the Customer to submit additional information or supporting documentation as reasonably necessary to complete its review before any funds are released.
18. The Customer acknowledges and agrees that the Company may collect, use, retain, disclose, and otherwise process information relating to the Customer and the Customer's transactions to the extent necessary to provide the Services and perform this Agreement, or as required by Applicable Law or the instructions of any Competent Authority. This includes, without limitation, processing for purposes of anti-money laundering and counter-terrorism financing, sanctions screening, fraud prevention, information security, and incident response. Any processing carried out by the Company in compliance with Applicable Law or in response to a lawful request from a Competent Authority shall not constitute a breach of confidentiality, banking secrecy, or any confidentiality obligations applicable to payment Services.

19. For the purposes of executing and settling transactions and operating the Services, the Company may disclose information on a strict need-to-know basis and to the minimum extent necessary to the following parties:
- a) payment system participants and partners, including but not limited to participants in the Jordan Payments and Clearing Company, payment networks, settlement partners or correspondents, merchants, and agents;
  - b) service providers and data processors, including providers of cloud computing, hosting, identity verification, anti-money laundering and fraud prevention services, information technology, and technical support services, provided that such parties are subject to confidentiality and data protection obligations;
  - c) the Company's affiliates and wholly owned entities for the purposes of unified operations and regulatory reporting; and
  - d) the Central Bank of Jordan and any other Competent Authority, as required under Applicable Law.
  - e) The Company shall not sell Customers' personal data under any circumstances.
20. The Company may enter into agreements with service providers or data processors to provide technical or operational support for the Services. Such parties shall act in accordance with the Company's instructions and shall be required to implement appropriate confidentiality and data protection measures. The Company shall remain responsible to the Customer for the performance of such parties and for their compliance with the obligations set out under this Agreement.
21. The Company shall maintain the confidentiality of the Customer's information and data and shall not use or share such information for any purpose other than the operation of the services, except (1) with the Customer's consent; or (2) as permitted or required by Applicable Law, including the instructions of the Central Bank of Jordan.
22. Without prejudice to the foregoing, the Customer hereby authorizes the Company to disclose any information or data relating to the Customer or the Customer's Electronic Wallet when so requested by any administrative, security, judicial, or regulatory authority, or to any third party to the extent necessary to ensure the proper operation of the services, or where such disclosure is requested or approved by the Customer. The Customer further acknowledges that, in connection with promotional campaigns or reward programs, the Company may disclose the Customer's full name and/or Electronic Wallet number for participation or verification purposes, provided that the Customer is notified in advance.
23. Without prejudice to the foregoing, the Customer acknowledges and agrees that, by virtue of the nature of electronic payment transactions, identifying information relating to the Customer, including the full name and/or Electronic Wallet number, may be displayed to the beneficiary or recipient in the context of any transfer or payment transaction executed through the Services, without the need to obtain separate consent for each transaction or provide prior notification.
24. Where the Customer is a person with special needs, the Customer undertakes to notify the Company immediately and to provide an official medical report confirming and explaining the relevant medical condition.
25. The Customer agrees to receive all agreements, notices, statements, and communications electronically, including, without limitation, through the Application, short message service (SMS), or electronic mail.
26. The Customer shall ensure that all contact details are kept accurate and up to date at all times and shall regularly review communications and notifications transmitted via the Services.
27. The Company reserves the right to terminate this Agreement immediately and without prior notice if the Customer fails to satisfy the due diligence requirements necessary to verify the identity of the beneficiary.
28. Information may be obtained directly from the Customer, automatically through the Application or the website, from other parties involved in the transactions (including payers, beneficiaries,

merchants, and agents), or from public, official, and regulatory sources, in all cases to the extent permitted by Applicable Law. Further details are set out in the Company's Privacy Policy.

29. The Customer hereby grants the Company (and any authorized representatives or designated third parties appointed by it) an absolute, unconditional, and irrevocable authorization to transfer the Customer's detailed data, as set out in the subscription form, to the Jordan Payments and Clearing Company for the purposes of registration for the service and the opening of the Electronic Wallet, in accordance with Applicable Law. Upon successful completion of registration, the Company shall notify the Customer via the mobile number associated with the service (the "Number") to enable activation of the service.
30. By registering in the Instant Payment and Transfer System (CliQ), the Customer acknowledges that the disclosure of the Customer's information, such as the name, account or Electronic Wallet identifiers, and service provider name, to system participants to the minimum extent necessary for the execution of payment, transfer, settlement, and compliance processes constitutes an essential part of the service. The Customer further acknowledges that such information may be visible to participants involved in those processes in accordance with the system rules and Applicable Law.
31. The Company shall open an Electronic Wallet for the Customer, link it to the Customer's mobile phone number, and credit the amount received from the Customer thereto as Electronic Money recorded in the Electronic Wallet.
32. Upon activation of the service, the Customer shall become a registered user of the service and the lawful holder of the Electronic Wallet linked to the Customer's mobile phone number. The Customer may transfer funds to and from the Electronic Wallet through the Instant Payment and Transfer System (CliQ). The Company shall send a short message service (SMS) notification to the mobile number registered in the Customer's name for each transaction executed on the electronic wallet, and the Customer shall have the ability to view a transaction summary for all transactions through the Application. Where the Customer wishes to obtain a detailed account statement, the Customer may request such statement from the customer service department, which shall coordinate with the Company's finance department to provide it.
33. To the extent permitted by Applicable Law, the Company shall not be liable for any indirect, incidental, special, punitive, consequential, or derivative losses or damages, including, without limitation, loss of profits, data, reputation, or business interruption, arising out of or in connection with the Services or these Terms and Conditions.
34. The Company's aggregate liability to the Customer in respect of any claim arising out of or in connection with the Services shall not exceed the total amount of fees paid by the Customer to the Company, if any, for the Services during the three (3) months immediately preceding the event giving rise to the claim. This limitation shall not apply to cases resulting from the Company's gross negligence or willful misconduct, or where liability may not be limited under Applicable Law.
35. The Company shall not be liable where any merchant, service provider, or third-party refuses to accept payments executed through the Electronic Wallet, nor shall it be liable for any defect, deficiency, non-delivery, or delay in the delivery of goods or services obtained from any third party through use of the Electronic Wallet. Any dispute arising between the Customer and a third party shall not affect the Customer's obligations toward the Company arising from the Customer's use of the Services, in accordance with Applicable Law.
36. The Customer acknowledges that, upon activation of the Electronic Wallet and the creation of a password and personal identification number (PIN), the Customer bears full responsibility for maintaining the confidentiality of such credentials and undertakes not to disclose them to any third party. In the event of any disclosure by the Customer, the Customer hereby releases the Company, its affiliates, employees, shareholders, and directors from any liability for losses or damages arising as a result of such disclosure.
37. Through the Dinarak Application and the use of financial transfer Services, the Customer may:

- a) transfer funds from the Customer's Electronic Wallet to other customers affiliated with entities participating in the Instant Payment and Transfer System (CliQ), whether such entities are companies or banks; and
  - b) receive funds from customers affiliated with entities participating in the Instant Payment and Transfer System (CliQ), whether such entities are companies or banks.
38. All transfers executed through the Services shall be denominated in Jordanian Dinars and shall be limited to transactions carried out within the territorial boundaries of the Hashemite Kingdom of Jordan.
39. The Customer shall ensure that the Electronic Wallet maintains a sufficient balance prior to using any Services made available through the Application.
40. The Customer shall verify all details of any transaction prior to confirmation, including, without limitation, the beneficiary number and/or mobile phone number, the transaction amount, and any applicable fees or reference information. The Customer shall bear sole responsibility for any errors in the entry of such details. The Company shall not be liable for any losses or costs arising from any error, omission, or negligence by the Customer in entering such information, unless otherwise required by Applicable Law.
41. The Customer may fund the Electronic Wallet through direct deposit at any of the Company's branches, through agents authorized by Dinarak, via the eFAWATEERcom platform, or through incoming transfers from customers of entities participating in the Instant Payment and Transfer System (CliQ), whether such entities are companies or banks.
42. Where the Customer believes that a transaction is unauthorized or has been executed in error, the Customer shall notify the customer support department without undue delay and no later than seven (7) days from the transaction date, and shall provide all relevant details and supporting documentation.
43. The Company shall investigate the complaint promptly and shall endeavor to provide the Customer with a written outcome within thirty (30) days from the date of receipt of complete information.
44. The Customer shall have the right to submit complaints and inquiries relating to the Services to the Company and/or the customer complaints handling unit and/or by contacting the toll-free number designated for the complaints center at any time. The Company shall receive and process such complaints in accordance with the mechanisms and timeframes prescribed in the instructions issued by the Central Bank of Jordan. Where the complaint is not processed within the prescribed period, or where the Customer is not satisfied with the outcome, the Customer shall have the right to refer the complaint to the Central Bank of Jordan in accordance with those instructions, subject always to Applicable Law.
45. The Customer shall have the right to request access to, correction, updating, restriction of processing of, or objection to certain types of processing of the Customer's personal data, in accordance with the limits and procedures set out in the Company's Privacy Policy. The Company may, to the extent permitted by Applicable Law, reject any such request where its implementation would result in a breach of anti-money laundering and counter-terrorism financing requirements, sanctions obligations, or other legal or regulatory duties, or would prejudice the rights of third parties or the security and integrity of systems and operations. Requests and complaints relating to privacy shall be submitted through the Data Protection Officer and/or the designated communication channels specified in the Privacy Policy and/or made available through the Application or website from time to time. The Company shall endeavor to respond within a reasonable period in accordance with Applicable Law, the Privacy Policy, and the instructions of the Competent Authority. Fees may be applied to objections and shall be refunded where the Customer's claim is proven to be valid. The provisions of this clause shall apply to Electronic Wallet transactions and shall supplement any timelines or fees set out elsewhere in these Terms and Conditions.

46. Objections shall be submitted through the Company's approved channels and shall be accompanied by transaction details and any available supporting documentation. The Customer shall cooperate with the Company during the review of any objection, including by providing additional information and/or reports from security authorities where required. The Company shall assess such objections in accordance with Applicable Law, payment card scheme rules, and these Terms and Conditions.
47. For the purpose of managing objections and preventing abuse or repetitive unfounded claims, the Company may refuse to accept more than fifteen (15) objections relating to transactions with the same merchant during any consecutive period of twelve (12) months, where previous objections have been determined to be invalid, unless Applicable Law requires otherwise. This shall not limit the Customer's right to report suspected fraudulent transactions. The Company shall notify the Customer of the outcome of each objection submitted.
48. Without prejudice to the Customer's right to submit general complaints in accordance with Clause (44) above, the Customer shall have the right to object to financial transactions executed on the Electronic Wallet within a period not exceeding thirty (30) days from the transaction date or from the date on which the Customer became aware thereof, as applicable. Such objections may be based on reasons including, without limitation, suspected fraud or unauthorized transactions, deficient merchant service, incorrect transaction amounts, non-receipt of goods or services, or any other material reasons. Objections shall be reviewed based on the available data and supporting documentation for the purposes of verification, taking into account the rules and instructions issued by the Central Bank of Jordan and any relevant third parties, where applicable.
49. The Customer acknowledges that the Electronic Wallet is intended for personal use only. In the event that the Electronic Wallet is used for commercial purposes, including, without limitation, receiving payments in exchange for goods or services, the Company reserves the right to suspend the Electronic Wallet and require the Customer to close it.
50. The Customer acknowledges that any transaction or transfer may be rejected due to a technical malfunction or for any other reasons beyond the Company's control, including failure to complete the transaction in whole or in part. Accordingly, the Customer releases the Company, its affiliates, employees, shareholders, and directors from any loss or damage arising as a result of such malfunction.
51. The Customer shall immediately notify the Company, in writing or through any communication channels approved by the Company and in accordance with its policies, in the event of transferring the Customer's mobile phone number to another person, or losing or changing such number. Failure to provide such notification shall relieve the Company of any liability in respect of the Electronic Wallet linked to that number or any funds held therein.
52. The Customer agrees that the Company may send direct marketing materials relating to its Services or products, including those of its wholly owned subsidiaries, within the scope of the existing relationship with the Customer. The Customer may opt out at any time and at no cost through the channels made available via the Application, links included in electronic mail, or through customer service. The Company undertakes to implement such request and confirm cessation of such communications. The Company further confirms that it does not sell Customers' personal data and does not permit any third party to commercially exploit such data.
53. The Customer agrees that the Company may impose a monthly fee on dormant accounts in accordance with the Company's approved schedule of fees and commissions, as published on its website and within the wallet Application, and in line with the Company's approved pricing policies, provided that the Electronic Wallet maintains a sufficient balance to cover such fee and that no debit balance arises as a result thereof. Where the Electronic Wallet balance becomes zero (0) following the deduction of any applicable dormant account fees, the Company reserves the right to close the Electronic Wallet immediately. The Customer acknowledges awareness that

the Company may, in accordance with applicable legislation and the instructions of the Central Bank of Jordan, take such action.

54. An Electronic Wallet shall be deemed "dormant" if no financial transactions are executed thereon for a continuous period of one (1) calendar year or more. The Company shall notify the Customer, using the contact details available to it and in accordance with its internal policies, through one of the approved communication channels, including short message service (SMS), in-application notifications, or electronic mail, that the Electronic wallet will be classified as dormant and that the provisions applicable to dormant wallets shall apply, no less than one (1) month prior to the expiry of the period referred to above.
55. The Company reserves the right to close any dormant Electronic Wallet without the need to obtain additional consent from the Customer where the wallet balance is zero (0), without any financial obligation arising on the part of the Company toward the Customer. This shall be without prejudice to the Customer's right to open a new Electronic Wallet in accordance with these Terms and Conditions and the instructions of the Central Bank of Jordan.
56. The Customer agrees to grant the Company a general, absolute, and irrevocable authorization to debit the Customer's account held with the Company for the value of any transaction executed thereon.
57. The Company shall exercise due care and implement the necessary precautionary measures to ensure the security and confidentiality of the Customer's information and to provide the Services in accordance with the legislation in force in the Hashemite Kingdom of Jordan and the instructions issued by the Central Bank of Jordan in this regard.
58. The Company shall implement administrative, technical, and organizational measures appropriate to the level of risk to protect information against unauthorized or unlawful processing and against accidental loss, destruction, or damage, including access controls, monitoring and logging systems, and cybersecurity measures. The Customer shall remain responsible for safeguarding the Customer's access credentials, devices, and personal identification numbers (PINs), and for notifying the Company immediately in the event of loss, compromise, or unauthorized use thereof.
59. The Company shall retain information for the period necessary to provide the Services, perform this Agreement, and satisfy legal, regulatory, and accounting requirements. Further details regarding retention periods and deletion policies are set out in the Company's Privacy Policy.
60. Mobile payment transactions shall be subject to the fees specified on the Company's website. The Company undertakes to notify the Customer of any changes to such fees through the available communication channels at least one (1) month prior to the Application of the new fees.
61. The Customer acknowledges and agrees that the Company shall be entitled to collect the applicable commissions in respect of each transaction or action carried out by the Customer.
62. The Customer acknowledges and agrees that the Company shall have the right, at all times, to amend the Terms and Conditions relating to the Services. The Customer further acknowledges and agrees that, where the Company amends prices or fees, the amended prices or fees shall become effective thirty (30) days following their announcement. The Customer shall have the right to withdraw from or terminate the Agreement within thirty (30) days from the date of such announcement if the Customer does not accept the amended fees. Where the Customer continues to use the Electronic Wallet after any amendment to this Agreement or these Terms and Conditions, such continued use shall constitute acceptance of the amendments.
63. The Company's Privacy Policy, as amended from time to time in accordance with Applicable Law, forms an integral part of these Terms and Conditions and explains how the Company processes personal data and the Customer's associated rights. The Customer shall be notified of any material changes to the Privacy Policy through the appropriate communication channels prior to their effective date. Continued use of the Services after the effective date shall constitute the Customer's express acceptance of such changes.

64. The Customer shall have the right to terminate this Agreement at any time by submitting written or electronic notice to the Company through the channels designated by it. Upon receipt of such notice, the Company shall close the Electronic Wallet and return any remaining Electronic Money balance to the Customer by: (1) cash withdrawal from any of the Company's branches or through an authorized agent listed on its website, and/or (2) any other refund method made available by the Company, provided that:

- a) all pending transactions, fees, refunds, and adjustments have been duly settled;
- b) compliance is ensured with any applicable legal, regulatory, anti-money laundering, and counter-terrorism financing requirements; and
- c) any additional information or verification requirements mandated by Applicable Law have been duly completed.

It is understood that, as of the effective date of termination, no new obligations shall accrue on the Customer under this Agreement, without prejudice to any obligations or liabilities that arose prior to termination or that result from any investigations, disputes, or refund processes.

65. The Customer acknowledges that, to the extent permitted under Applicable Law and the instructions of the Central Bank of Jordan, the Company shall have the right, at any time and at its reasonable discretion, to refuse to open an Electronic Wallet or to suspend, restrict, freeze, or close the Electronic Wallet, in whole or in part, including, without limitation, in any of the following cases:

- a) the Customer's failure to satisfy registration requirements, ongoing eligibility requirements, know-your-customer (KYC) requirements, or due diligence procedures, or failure to provide, complete, or update any information or documents requested by the Company;
- b) the Customer's breach of Applicable Law, including anti-money laundering and counter-terrorism financing requirements, or any instructions or regulations issued by the Central Bank of Jordan or any other competent regulatory authority, or applicable sanctions regulations and restricted lists;
- c) the Customer's breach of any provision of these Terms and Conditions or misuse of the Services, including use of a personal wallet for commercial or retail purposes in violation of the product terms or the instructions of the competent authority;
- d) the Company's determination, based on reasonable grounds, of the existence or suspicion of fraud, unauthorized use, suspicious transactions, or material security or operational risks.
- e) where it is established that any information or documents provided by the Customer are incorrect, inaccurate, or misleading;
- f) where the Customer, any beneficiary, or any related party is listed on any national or international sanctions or prohibition lists issued pursuant to the Amended Instructions for the Implementation of United Nations Security Council Resolutions relating to terrorism, terrorist financing, and the financing of the proliferation of weapons of mass destruction for the year 2023 and any amendments thereto, and/or the Anti-Terrorism Law No. (55) of 2014 and its amendments, and/or any related guidelines or instructions;
- g) in execution of, or in compliance with, any order, request, or decision issued by any competent authority or judicial or regulatory body; or
- h) for justified reasons relating to risk management, compliance requirements, and/or operational considerations, including prolonged periods of Electronic Wallet inactivity.

In the event that the Electronic Wallet is suspended, restricted, frozen, or closed, the Company may, to the extent permitted under Applicable Law and the instructions of the Central Bank of Jordan, prohibit, cancel, or reverse certain transactions and/or place a hold on the funds available in the Electronic Wallet where necessary. Where the legal, regulatory, or supervisory grounds giving rise to such measures cease to exist, any remaining Electronic Money balance shall be returned to the Customer or to the Customer's lawful successor, in accordance with these Terms and Conditions and Applicable Law, subject to any mandatory obligations arising

under anti-money laundering and counter-terrorism financing instructions or rules governing funds subject to prescription.

To the extent permitted under Applicable Law, the Company shall not be liable for any losses or damages arising from the refusal, suspension, restriction, freezing, or closure of the Electronic Wallet pursuant to this Clause, except where gross negligence or willful misconduct on the part of the Company is proven.

Where appropriate and practicable, and provided that this does not conflict with Applicable Law, the instructions of the competent authority, or confidentiality requirements, the Company shall notify the Customer and provide a general explanation of the reasons for the action taken and its resulting effects.

66. In the event of the Customer's death, the Company shall have the right to freeze the funds held in the Electronic Wallet and suspend its use. Such funds shall subsequently be transferred to the Customer's lawful heirs in accordance with the procedures adopted by the Company.
67. In the event that the Company ceases operations and discontinues the provision of Services, whether temporarily or permanently, the Company shall return any Electronic Money balances due to the Customer in accordance with Applicable Law and the instructions of the Central Bank of Jordan. Such return shall be effected using the methods set out below, in the order of priority applicable, following verification of identity and settlement of any pending transactions, refunds, or outstanding legal obligations.
  - a) cash withdrawal through the Company's network of authorized agents or its branches and/or through the cardless ATM service;
  - b) where implementation of paragraph (a) is not feasible, the Company shall issue a bank cheque payable to the Customer and deliver it or dispatch it to the contact address registered with the Company;
  - c) where implementation of paragraph (b) is not feasible, the amount shall be transferred to the Customer's bank account upon submission or confirmation of a valid and correct International Bank Account Number (IBAN).
68. The Company shall notify Customers of the applicable refund mechanism and approved timelines through its registered communication channels. Any unclaimed funds remaining after the expiration of the period prescribed under Applicable Law shall be handled in the manner specified by such law.
69. The Customer hereby authorizes the Company, pursuant to these Terms and Conditions, to take any measures it deems appropriate and/or necessary to ensure compliance with local and international legislation, regulations, and instructions relating to anti-money laundering and counter-terrorism financing.
70. Where the Customer changes the mobile phone number linked to the Electronic Wallet and ownership of the previous number is transferred to another person, the Company reserves the right to cancel the Electronic Wallet without objection from the Customer.
71. All copyrights, trademarks, trade names, logos, software, interfaces, documentation, and all other intellectual property rights used in or made available through the Services are owned by the Company or its licensors. No rights therein are granted to the Customer except for the limited right to use the Services in accordance with these Terms and Conditions.
72. The Customer agrees to contract electronically with the Company, and the Customer's electronic acceptance of these Terms and Conditions shall have the same legal effect as a handwritten signature under Applicable Law. Electronic data and records issued by or extracted from the Company's systems shall constitute the official records of transactions and balances and shall be admissible as evidence in any dispute, unless proven otherwise in accordance with Applicable Law.
73. The Customer shall notify the Company of any change to the Customer's address, contact details, or mobile phone number.

74. The Customer shall have the right to withdraw any consent previously granted, whether in writing or electronically. Upon withdrawal of such consent, the Company shall reassess the status of the Customer's Electronic Wallet and may maintain or fully suspend the wallet where the withdrawal affects the Company's ability to identify the Customer or provide the Services.
75. The Customer shall have the right, whether in writing or electronically, to object to the processing of the Customer's personal data where such processing is unnecessary, excessive, or in breach of the legislation in force within the Hashemite Kingdom of Jordan.
76. The Customer shall have the right to request the correction of the Customer's personal data, provided that all supporting documents substantiating such request are submitted.
77. The Customer shall have the right, whether in writing or electronically, to request the deletion of the Customer's personal data, in whole or in part, where such data is no longer necessary for the purposes for which it was collected or where such purposes have ceased to exist.
78. The Company shall have the right, upon the request of any competent security or judicial authority, to seize or place a hold on all or part of the Electronic Wallet balance without obtaining the Customer's consent, in accordance with the applicable laws and legislation in force.
79. These Terms and Conditions and the Services shall be governed by the laws of the Hashemite Kingdom of Jordan, and the Amman Court of First Instance (Palace of Justice) shall have jurisdiction to hear any dispute arising out of or in connection with these Terms and Conditions or the Services, without prejudice to any mandatory jurisdictional rules under Applicable Law.

I hereby acknowledge that I have reviewed these Terms and Conditions as explained by the Company, that I have understood, received, and fully agreed to them. I further acknowledge that the Company may, to the extent permitted under Applicable Law and the instructions of the Central Bank of Jordan, amend these Terms and Conditions, in whole or in part, as amended from time to time in accordance with Applicable Law, provided that the Company notifies me of such amendments through the Application and/or the website and/or any other communication channels approved by it. My continued use of the Electronic Wallet after the effective date of any amendments shall constitute my express acceptance of the amended Terms and Conditions.